

<i>SERFF Tracking Number:</i>	<i>AAMC-127021608</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pioneer Security Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47957</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.201 Early Duration Reduced Benefit - Level Premium - Any Policy Design</i>
<i>Product Name:</i>	<i>Graded Death Benefit Whole Life Insurance - 9906</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Pioneer Security Life Insurance Company

Product Name: Graded Death Benefit Whole Life Insurance - 9906 SERFF Tr Num: AAMC-127021608 State: Arkansas

TOI: L07I Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 47957

Sub-TOI: L07I.201 Early Duration Reduced Benefit - Level Premium - Any Policy Design Co Tr Num: State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Traci Baty

Date Submitted: 02/10/2011

Disposition Date: 02/22/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Traci Baty

Filing Description:

Cover Letter Under Supporting Documentation.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 01/21/2011

Domicile Status Comments: Approved by Texas, our State of Domicile.

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/22/2011

State Status Changed: 02/22/2011

Created By: Traci Baty

Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

Clara Keel, Product Filing Manager and

ckeel@aatx.com

SERFF Tracking Number: AAMC-127021608 State: Arkansas
Filing Company: Pioneer Security Life Insurance Company State Tracking Number: 47957
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level
Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

Assistant Secretary

425 Austin Avenue 254-297-2794 [Phone]
Waco, TX 76701 254-297-2138 [FAX]

Filing Company Information

Pioneer Security Life Insurance Company CoCode: 67946 State of Domicile: Texas
425 Group Code: 1327 Company Type: LAH
Waco, TX 76701 Group Name: State ID Number:
(254) 297-2777 ext. [Phone] FEIN Number: 75-1083342

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pioneer Security Life Insurance Company	\$50.00	02/10/2011	44603896

SERFF Tracking Number: AAMC-127021608 State: Arkansas
Filing Company: Pioneer Security Life Insurance Company State Tracking Number: 47957
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level
Premium - Any Policy Design
Product Name: Graded Death Benefit Whole Life Insurance - 9906
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/22/2011	02/22/2011

SERFF Tracking Number: *AAMC-127021608* *State:* *Arkansas*
Filing Company: *Pioneer Security Life Insurance Company* *State Tracking Number:* *47957*
Company Tracking Number:
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.201 Early Duration Reduced Benefit - Level*
 Premium - Any Policy Design
Product Name: *Graded Death Benefit Whole Life Insurance - 9906*
Project Name/Number: */*

Disposition

Disposition Date: 02/22/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AAMC-127021608 State: Arkansas

Filing Company: Pioneer Security Life Insurance Company State Tracking Number: 47957

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Graded Death Benefit Whole Life Insurance		Yes

SERFF Tracking Number: AAMC-127021608 State: Arkansas

Filing Company: Pioneer Security Life Insurance Company State Tracking Number: 47957

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form No. PS11-AR-9906	Policy/Cont ract/Fratern al Insurance Certificate	Initial		53.000	AR PS11-9906 Graded Death Benefit Whole Life Insurance.pdf

Pioneer Security Life Insurance Company

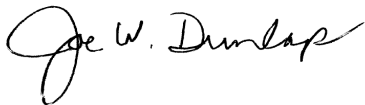
P.O. Box 2550 / Waco, Texas 76702-2550 / (254) 297-2778

We will pay the Death Benefit of this Policy to the Beneficiary, as provided herein, if the Insured dies while this Policy is in force. Payment will be made when we receive Due Proof of the Insured's Death, and will be subject to the terms of this Policy.

This Policy is a legal contract between the Owner and the Company. The consideration for this contract is the application and payment of the first premium. The first premium must be paid on or before delivery of this Policy.

If Proceeds under this policy, including the refund of any unearned premiums, are not paid within 30 days after due proof of death of the Insured has been furnished the Company, we will pay interest on such proceeds at the rate of 8% per year from the date due proof of death is furnished to the date such Proceeds are paid.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



Secretary



President

CANCELLATION DURING FIRST 30 DAYS

You may return this Policy within 30 days after delivery if you are not satisfied with it for any reason. The Policy may be returned to us or to the agent through whom it was purchased. Upon surrender of the Policy within the 30 day period, it will be void from the beginning, and we will refund any premium paid.

**GRADED DEATH BENEFIT WHOLE LIFE INSURANCE
PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE
NON-PARTICIPATING**

READ YOUR POLICY CAREFULLY

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DEFINITIONS

Where used in this Policy:

"Pioneer Security", "we", "our", "us", or "the Company" means Pioneer Security Life Insurance Company.

"You" or "Your" means the Owner of this Policy as defined.

"Net Cash Value" is the Cash Value less any Indebtedness on this Policy.

"Due Proof of Death" means those documents and written instruments required by the Company to verify the death of the Insured, as well as the documents and written instruments necessary to establish the right of the person or persons claiming the benefits to receive those benefits claimed.

"Recorded by the Company" or "Recorded" means actual receipt and modification of the Company's records according to normal Company procedures.

"Indebtedness" means the principal of any outstanding policy loan on this Policy, together with due and accrued policy loan interest.

"Policy Anniversary Date" means the same day and month as the Date of Issue shown on Page 3 for each succeeding year.

"Home Office" means Pioneer Security Life Insurance Company, located in Waco, Texas.

"Maturity Date" means the policy anniversary following the Insured's 100th birthday.

BENEFIT DESCRIPTION PAGE

ANNUAL PREMIUM

WHOLE LIFE INSURANCE - REDUCED
DEATH BENEFIT FIRST TWO YEARS

\$ 578.10 TO AGE 100

TOTAL ANNUAL PREMIUM

\$ 578.10

ISSUED METHOD OF PAYMENT – ANNUAL

\$ 578.10

OTHER METHODS OF PAYMENT SEMIANNUAL

\$ 300.04

QUARTERLY

\$ 151.46

MONTHLY

\$ 50.88

PREMIUM CLASS: NON-TOBACCO

INSURED: JOHN DOE

FACE AMOUNT: \$10,000

AGE: 55

DATE OF ISSUE: JANUARY 12, 2011

POLICY NUMBER: XXXXXXXXXXXX

MATURITY DATE: JANUARY 12, 2056

POLICY YEAR ONE: 30% OF FACE AMOUNT

POLICY YEAR TWO: 70% OF FACE AMOUNT

POLICY YEAR THREE
AND THEREAFTER: 100% OF FACE AMOUNT

INSURED:	JOHN DOE	FACE AMOUNT:	\$10,000
AGE:	55	DATE OF ISSUE:	JANUARY 12, 2011
POLICY NUMBER:	XXXXXXXXXXXX	MATURITY DATE:	JANUARY 12, 2056

TABLE OF GUARANTEED VALUES

WHOLE LIFE INSURANCE – REDUCED DEATH BENEFIT FIRST TWO YEARS

END OF POLICY YEAR	CASH VALUE	EXTENDED TERM INSURANCE	
		YEARS	DAYS
01	0	0	0
02	70.80	0	0
03	272.80	3	180
04	480.40	5	126
05	692.90	6	277
06	909.70	7	336
07	1,129.50	8	323
08	1,351.50	9	235
09	1,575.40	10	85
10	1,801.40	10	252
11	2,029.90	11	15
12	2,261.50	11	105
13	2,496.80	11	163
14	2,736.10	11	192
15	2,978.90	11	199
16	3,224.40	11	186
17	3,470.60	11	159
18	3,716.10	11	119
19	3,961.10	11	66
20	4,206.10	11	1
END OF AGE			
60	692.90	6	277
62	1,129.50	8	323
65	1,801.40	10	252
70	2,978.90	11	199

NONFORFEITURE INTEREST RATE: 5.0%
VALUATION TABLE: 2001 CSO ALB MALE, NONSMOKER
REINSTATEMENT INTEREST RATE: 6% ANNUAL RATE

INSURED:	JOHN DOE	FACE AMOUNT:	\$10,000
AGE:	55	DATE OF ISSUE:	JANUARY 12, 2011
POLICY NUMBER:	XXXXXXXXXXXX	MATURITY DATE:	JANUARY 12, 2056

TABLE OF GUARANTEED VALUES

WHOLE LIFE INSURANCE – REDUCED DEATH BENEFIT FIRST TWO YEARS

<u>BEGINNING OF POLICY YEAR</u>	<u>DEATH BENEFIT</u>	<u>BEGINNING OF POLICY YEAR</u>	<u>DEATH BENEFIT</u>
01	3,000*	24	\$ 10,000
02	7,000*	25	10,000
03	10,000	26	10,000
04	10,000	27	10,000
05	10,000	28	10,000
06	10,000	29	10,000
07	10,000	30	10,000
08	10,000	31	10,000
09	10,000	32	10,000
10	10,000	33	10,000
11	10,000	34	10,000
12	10,000	35	10,000
13	10,000	36	10,000
14	10,000	37	10,000
15	10,000	38	10,000
16	10,000	39	10,000
17	10,000	40	10,000
18	10,000	41	10,000
19	10,000	42	10,000
20	10,000	43	10,000
21	10,000	44	10,000
22	10,000	45	10,000
23	10,000		

GENERAL PROVISIONS

CONFORMITY WITH STATE STATUTES AND REGULATIONS. Any provision of this Policy which conflicts with the valid insurance laws or regulations of the state of residence of the Insured, at the time that the application for this Policy is approved for issue by the Company at its Home Office, will be deemed to be amended or deleted to the extent necessary for the provisions of this Policy to be in conformity with such conflicting laws and regulations.

CONTRACT. This Policy is a legal contract that you have entered into with us. You have paid the first premium and have submitted an application. We have relied on the statements made in the application for this Policy. These statements, in the absence of fraud, are considered representations and not warranties. A copy of such application is attached to this Policy. In return, we promise to provide the insurance coverage described in this Policy.

The entire contract consists of:

1. The basic Policy; and
2. The riders that add benefits to the basic Policy, if any; and
3. Endorsements, if any; and
4. The attached copy of your application, and any amendments or supplemental applications.

DATE OF ISSUE - EFFECTIVE DATE. The Date of Issue, which is the effective date of this Policy, is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and premium due dates are determined.

OWNER. The Owner of this Policy will be the Insured unless another person is designated Owner in the application for this Policy. During the Insured's lifetime, the Owner may exercise every right the Policy confers or we allow (subject to the rights of any assignee of record, and to any endorsement on this Policy limiting such rights).

BENEFICIARY. The Beneficiary as named in the application, or later changed by the Owner, will receive the Death Benefit Proceeds upon the death of the Insured. Unless the Owner has stated otherwise, in writing, to the Home Office of the Company:

1. If any Beneficiary dies before the Insured, that Beneficiary's interest will terminate.
2. If no Beneficiary survives the Insured, Proceeds will be paid to the Owner, if then living; otherwise to the estate of the Owner.

CHANGE OF OWNERSHIP OR BENEFICIARY. The Owner, or someone authorized to act for the Owner by valid court order, may change the Ownership or the Beneficiary at any time during the lifetime of the Insured, unless a previous designation provides otherwise. Applicable law may require a Beneficiary or a Successor Owner to have an insurable interest in the life of the Insured. To make a change, the Owner must send a written request to our Home Office in a form acceptable to us. The change will go into effect when we have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of the written request for change. The change will be subject to any payment made, or action taken, by us before the request is recorded. The Company assumes no responsibility for the legality or sufficiency of any Beneficiary designation or ownership change.

COMMON DISASTER. If we cannot determine whether a Beneficiary or the Insured died first in a common disaster, we will assume that the Beneficiary died first, unless applicable law or an endorsement to this Policy provides otherwise.

ASSIGNING THE POLICY. During the lifetime of the Insured and while this Policy is in force, the Owner may assign this Policy as security for an obligation, subject to the written consent of any irrevocable beneficiary. We will not be bound by an assignment unless it is received in writing at our Home Office in a form acceptable to us. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

GENERAL PROVISIONS (Continued)

NON-PARTICIPATION. This Policy will not pay dividends. It will not participate in any of our surplus or earnings.

INCONTESTABILITY. We will not contest the validity of this Policy after this Policy has been in force during the Insured's life for 2 years from the Date of issue.

If the Owner reinstates this Policy as provided by the Reinstatement provision, this Policy will be incontestable as to statements made in the reinstatement application after 2 years from the effective date of the reinstatement.

This incontestability provision does not apply to any Disability or Accidental Death Benefit.

SUICIDE. If the Insured dies as a result of suicide, within 2 years from the Date of Issue, we will limit the Death Benefit Proceeds to the premiums paid less any Indebtedness on this Policy.

AGE OR SEX INCORRECTLY STATED. If the Insured's age or sex has been incorrectly stated in the application, we will adjust the Death Benefit Proceeds. The Proceeds payable will be that which the premium would have purchased at the Date of Issue for the correct age and sex. By age we mean age last birthday as of the Date of Issue.

PAYMENTS. All payments of benefits under this Policy will be made from our Home Office.

WHEN THIS POLICY TERMINATES. This Policy will terminate if:

1. The Owner requests that this Policy be terminated; or
2. The Insured dies; or
3. The Policy matures; or
4. The premium is in default at the end of the grace period, except as otherwise provided in the Guaranteed Values provisions. The date of default will be the due date of the premium in default.

REINSTATEMENT. This Policy may be reinstated at any time within 5 years after default unless this Policy was surrendered for cash, if the following requirements are met:

1. Evidence of insurability, satisfactory to the Company, must be furnished; and
2. All past due premiums with compound interest at the reinstatement interest rate of 6% a year must be paid; and
3. Any Indebtedness with interest at the annual policy loan interest rate of 7.4% payable in advance, from the date of default to the date of reinstatement, must be paid or reinstated.

The effective date of reinstatement will be the date we approve the application for reinstatement.

If a rider is attached to this Policy, its coverage will be reinstated according to the Reinstatement provision of this Policy, unless such provision conflicts with the express provision of the rider.

CHANGING THE TERMS OF THE POLICY. Any change in the Policy must be approved in writing at our Home Office by one of our officers. Any approved change will be endorsed on the Policy. No agent has the authority to make any changes or waive any of the terms of the Policy.

PREMIUMS

PAYMENT OF PREMIUMS. Premiums are payable for the number of years shown on Page 3 or until the Insured's earlier death. Premiums are payable in advance at our Home Office. A premium receipt signed by an Officer of the Company will be furnished upon request. Premiums may be paid annually, semi-annually, quarterly or monthly.

PREMIUMS (Continued)

The Owner may change the frequency of payment provided a premium payment will become due on each policy anniversary. A premium paid by check will be considered paid only after the bank has credited our account with collected funds.

GRACE PERIOD. The grace period is a period of 31 days following the due date of each premium after the first. The Owner may pay the premium at any time during the grace period without interest. During the grace period, the Policy will remain in force, but the premium will be in default. The date of default is the date the unpaid premium is due. If the premium is not paid by the end of the grace period, this Policy will terminate, as of the date of default, except as provided in the Guaranteed Values provisions. If death occurs during the grace period, the premium for the policy month in which death occurred will be deducted from the Death Benefit Proceeds.

PROCEEDS

Proceeds mean the amount payable on the Maturity Date, the surrender of this Policy or on the death of the Insured. On the Maturity Date, the Proceeds will be the Net Cash Value at that time. If the Policy is surrendered before the Maturity Date, the Proceeds will be the Net Cash Value at that time.

If the Insured dies while this Policy is in full force:

- a) The Proceeds will be determined by the policy year at the time of the Insured's death as shown on the Benefit Description Page 3 of this Policy. Under no circumstance will the Proceeds payable exceed the face amount shown on the Benefit Description Page 3.
- b) The Proceeds will be reduced by any Indebtedness and any premium due and unpaid. Proceeds will be increased by any premium paid that applies to a period beyond the end of the month in which the Insured's death occurs.

PAYMENT OF PROCEEDS. All Proceeds are payable at our Home Office. We may require the return of this Policy before approving changes or paying Proceeds. The Proceeds are subject first to any Indebtedness to us and then to the interest of any assignee of record. Payments to satisfy any assignment will be paid in a lump sum.

GUARANTEED VALUES PROVISIONS

CASH VALUE. The Owner may surrender this Policy for its Net Cash Value as defined on Page 2. If all premiums have been paid, the guaranteed cash value is as shown in the Table of Guaranteed Values on page 3A of the Policy. The Table shows values at the end of the policy years. The Cash Value is:

1. The Guaranteed Cash Value; plus
2. Any part of a premium paid for coverage beyond the policy month in which the Owner surrenders this Policy.

AUTOMATIC PREMIUM LOAN OPTION. If a premium on this Policy is not paid by cash by the end of the grace period, a policy loan will be made to pay such premium if the following conditions are met:

1. The Owner must have elected the Automatic Premium Loan Option while no premium was in default. (the election, if not made in the application for this Policy, may be made later by sending written notice to our Home Office); and
2. The Loan Value must be enough to pay the premium in default with interest to the next policy anniversary. At that point the policy will lapse.

This provision may be revoked by filing a written request with the Company.

If the Loan Value is not sufficient to cover the entire amount of any premium due, no automatic loan will be made and the premium will be in default. The Net Cash Value will then be used under Option 2 of the

GUARANTEED VALUES PROVISIONS (Continued)

"Options Upon Default of Payment of Premium" provision below. If this Policy is issued in a Rated Premium Class, the Net Cash Value will be used under Option 2 of that provision. Interest on a premium loan will be charged from the premium due date. Otherwise the terms of the Policy Loan provision will apply.

OPTIONS UPON DEFAULT OF PAYMENT OF PREMIUM. The Owner may elect one of the following options, effective on the default in the payment of premium. Election must be made by written request to the Company at its Home Office no later than 60 days after the unpaid premium was due. If the Automatic Premium Loan or other election is not made, Option 2 of this section will be effective.

Option 1 -- Surrender this policy for the Net Cash Value. The Net Cash Value within 60 days of default is the Net Cash Value on that date. The Company may defer payment of the Net Cash Value for a period of up to 6 months from the date of request.

Option 2 -- Continue this Policy as Extended Term Insurance. The amount of insurance will be the face amount of this Policy less any Indebtedness. The term of Extended Term Insurance will begin on the date the unpaid premium was due. It will continue for such term as the Net Cash Value will purchase at the net single premium rates. Extended Term Insurance may be surrendered for its Net Cash Value as of the date of surrender.

BASIS OF VALUES. Guaranteed values and net single premiums are based on the mortality tables and interest rate shown on Page 3A. Net single premiums are at the then attained age of the Insured. The Cash Values are calculated by the Standard Nonforfeiture Method using the mortality table and interest rate shown on Page 3A. Computations assume that premiums are paid annually and the deaths occur at the end of a policy year.

The Cash Value within a policy year is adjusted for lapse of time and premiums paid for any portion of the policy year. Within 31 days after any policy anniversary, and in the absence of a policy loan, the Cash Value will not be less than the Cash Value on such anniversary. Any additional agreement which is part of this Policy will not increase the Cash Value unless specifically provided by the agreement. All values are greater than or equal to those required by the insurance law of the State of Texas and any state in which this Policy is delivered. The detailed method of calculation of values is on file at the insurance department in the state in which this Policy is delivered.

When continued as Extended Term Insurance, this Policy's Cash Value is the present value of future benefits.

POLICY LOAN PROVISIONS

You may take a policy loan at any time while this Policy is in force. You may borrow an amount which is equal to or less than the Policy's Loan Value. The Loan Value will be the Cash Value less:

1. Any prior outstanding loan, plus interest accrued; and
2. Interest on the amount to be borrowed to the next policy anniversary.

LOAN INTEREST. The Annual Policy Loan Interest Rate is 7.4% payable in advance. On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan.

HOW YOU MAY REPAY A POLICY LOAN. You may repay all or part of a policy loan at any time, except that:

1. Repayment may be made only while this Policy is in force and prior to the death of the Insured; and
2. A partial repayment must be at least \$10.00.

Any Indebtedness will be deducted from any settlement of this Policy.

POLICY LOAN PROVISIONS (Continued)

At any time your policy loan exceeds the Cash Value, this Policy will lapse. However, at least 31 days prior notice must be mailed by us to your last known address and to any assignee of record, if any.

WE CAN DELAY PAYMENT. We can delay loaning you money for up to 6 months, or the period allowed by law, whichever is less. However, we cannot delay loaning you money if the amount is to be used to pay a premium to us.

OBTAINING A LOAN. You may obtain a policy loan by written request and assignment of the Policy as sole security for the loan.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION. The Owner, by written request satisfactory to the Company, may elect any Settlement Option described below while the Insured is living subject to the provisions of this Policy. If an option is not elected prior to the death of the Insured, the Company will pay the Proceeds in one sum to the Beneficiary or other person lawfully entitled to receive the same, unless such person elects a settlement option.

PAYEE. The Payee is the person or persons entitled to receive payments under a Settlement Option.

AVAILABILITY OF OPTIONS. The Company may pay the then balance of the Proceeds in one sum if:

1. The Proceeds are less than \$5,000; or
2. The amount on deposit under Option 1 or 2 below becomes less than \$2,000; or
3. Periodic payments are, or become, less than \$100; or
4. The Payee is not the person first entitled to payment; or
5. The Payee is an assignee, estate, trustee, partnership, corporation or association.

EFFECTIVE DATE OF SETTLEMENT OPTION. If an election has previously been made, the effective date will be the date of death or surrender. If no election is in effect when the Proceeds become payable in one lump sum, the date of election will be the effective date. The first installment, under Options 3, 4, 5, or 6 below, will be paid by the Company upon receipt of Due Proof of the Death of the Insured.

BASIS OF PAYMENT OPTIONS. The annual guaranteed interest rate used for each option shown in the Option Tables is 3.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options 5 and 6 is the Annuity 2000 Mortality Table.

LIFE INCOME AND AGE. When Proceeds are payable to the Owner as a result of a cash surrender or maturity of the Policy, and the Owner selects a settlement option providing for periodic payments, the continuance of the periodic payments will be based on the life of the Insured. The amount of the periodic payments will be based upon the attained age of the Insured at the time of surrender or maturity. Upon the death of the Insured the life income payable to the Beneficiary will be based on the life and age of that Beneficiary. Age in each instance is the age on the last birthday before the date the first installment is payable. The Company may require evidence of age or of survival.

OPTION 1 -- DEPOSIT -- Left on deposit with interest to accumulate. Interest is compounded annually. Proceeds and all accumulated interest are payable at the end of a period mutually agreed upon.

OPTION 2 -- INTEREST INCOME -- Left on deposit, with interest payable periodically. Proceeds and any accrued but unpaid interest are payable at the end of a period mutually agreed upon.

OPTION 3 -- INSTALLMENTS OF SPECIFIED AMOUNT -- Paid as an income of a specified amount mutually agreed upon, until the Proceeds and interest are exhausted.

OPTION 4 -- INSTALLMENTS FOR SPECIFIED PERIOD -- Paid as an income for a specified period mutually agreed upon.

SETTLEMENT OPTIONS (Continued)

OPTION 5 -- LIFE INCOME WITH GUARANTEED PERIOD -- Paid as an income for life. Payments are guaranteed for 120 months.

OPTION 6 -- LIFE INCOME WITHOUT GUARANTEED PERIOD -- Paid as an income for life. Payments cease with the last payment due prior to death of the person on whose life the income is based.

DEATH OF PAYEE. After the death of the Payee any amounts remaining under Options 1, 2, 3, or 4 or any amounts remaining under the period certain under Option 5 will be continued to the estate of the Payee or paid in a single commuted sum to the estate of the Payee.

PROTECTION AGAINST CREDITOR. To the extent permitted by law, Proceeds paid under these options will not be subject to the claims of creditors nor to legal process.

These tables illustrate amounts for each \$1,000 of proceeds applied under the Options listed.

OPTION 2 INTEREST INCOME

Payable	Interest Payable
Monthly	\$2.47
Quarterly	7.42
Semi-Annually	14.89
Annually	30.00

OPTION 4 INSTALLMENTS

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.47	11	\$104.93	\$8.86	21	\$62.98	\$5.32
2	507.39	42.86	12	97.54	8.24	22	60.92	5.15
3	343.23	28.99	13	91.29	7.71	23	59.04	4.99
4	261.19	22.06	14	85.95	7.26	24	57.33	4.84
5	211.99	17.91	15	81.33	6.87	25	55.76	4.71
6	179.22	15.14	16	77.29	6.53	26	54.31	4.59
7	155.83	13.16	17	73.74	6.23	27	52.97	4.47
8	138.31	11.68	18	70.59	5.96	28	51.74	4.37
9	124.69	10.53	19	67.78	5.73	29	50.60	4.27
10	113.82	9.61	20	65.26	5.51	30	49.53	4.18

OPTIONS 5 AND 6
MONTHLY LIFE INCOMES

	Option 5 120 Installments Guaranteed		Option 6 Life Only			Option 5 120 Installments Guaranteed		Option 6 Life Only	
Age	Male	Female	Male	Female	Age	Male	Female	Male	Female
25	\$3.08	\$2.99	\$3.08	\$2.99	65	\$5.48	\$5.07	\$5.69	\$5.18
26	3.10	3.01	3.10	3.01	66	5.62	5.20	5.86	5.32
27	3.12	3.03	3.13	3.03	67	5.77	5.33	6.04	5.47
28	3.15	3.05	3.15	3.05	68	5.92	5.47	6.24	5.64
29	3.17	3.07	3.17	3.07	69	6.07	5.62	6.45	5.82
30	3.20	3.09	3.20	3.09	70	6.23	5.78	6.67	6.01
31	3.22	3.11	3.23	3.12	71	6.39	5.94	6.90	6.21
32	3.25	3.14	3.26	3.14	72	6.56	6.11	7.16	6.44
33	3.28	3.16	3.28	3.17	73	6.73	6.29	7.43	6.68
34	3.31	3.19	3.32	3.19	74	6.90	6.48	7.71	6.94
35	3.34	3.22	3.35	3.22	75	7.08	6.67	8.02	7.22
36	3.38	3.24	3.38	3.25	76	7.25	6.86	8.35	7.52
37	3.41	3.27	3.42	3.28	77	7.43	7.06	8.70	7.85
38	3.45	3.30	3.46	3.31	78	7.61	7.26	9.08	8.21
39	3.49	3.34	3.50	3.34	79	7.78	7.46	9.48	8.60
40	3.53	3.37	3.54	3.38	80	7.95	7.66	9.91	9.02
41	3.57	3.41	3.58	3.41	81	8.11	7.86	10.37	9.47
42	3.62	3.44	3.63	3.45	82	8.27	8.05	10.86	9.96
43	3.66	3.48	3.67	3.49	83	8.42	8.23	11.38	10.50
44	3.71	3.52	3.72	3.53	84	8.56	8.40	11.94	11.07
45	3.76	3.57	3.78	3.57	85	8.69	8.55	12.54	11.69
46	3.81	3.61	3.83	3.62	86	8.81	8.70	13.17	12.36
47	3.87	3.66	3.89	3.67	87	8.92	8.83	13.85	13.08
48	3.92	3.71	3.95	3.72	88	9.02	8.95	14.56	13.84
49	3.98	3.76	4.01	3.77	89	9.12	9.05	15.32	14.65
50	4.05	3.81	4.08	3.83	90	9.20	9.15	16.12	15.50
51	4.11	3.87	4.15	3.89	91	9.28	9.23	16.97	16.38
52	4.18	3.93	4.22	3.95	92	9.34	9.30	17.87	17.31
53	4.25	3.99	4.30	4.01	93	9.40	9.36	18.83	18.26
54	4.33	4.06	4.38	4.08	94	9.45	9.42	19.85	19.26
55	4.41	4.13	4.46	4.15	95	9.49	9.47	20.93	20.30
56	4.49	4.20	4.55	4.23	96	9.53	9.51	22.10	21.39
57	4.58	4.28	4.65	4.31	97	9.56	9.54	23.38	22.57
58	4.68	4.36	4.75	4.40	98	9.58	9.57	24.80	23.86
59	4.78	4.45	4.86	4.49	99	9.59	9.58	26.40	25.31
60	4.88	4.54	4.98	4.59	100	9.60	9.60	28.22	26.97
61	4.99	4.63	5.10	4.69					
62	5.10	4.73	5.23	4.80					
63	5.23	4.84	5.37	4.92					
64	5.35	4.95	5.52	5.04					

Pioneer Security Life Insurance Company
P.O. Box 2550 / Waco, Texas 76702-2550 / (254) 297-2778

GRADED DEATH BENEFIT WHOLE LIFE INSURANCE
PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE
NON-PARTICIPATING

READ YOUR POLICY CAREFULLY

SERFF Tracking Number: AAMC-127021608 State: Arkansas
 Filing Company: Pioneer Security Life Insurance Company State Tracking Number: 47957
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level
 Premium - Any Policy Design
 Product Name: Graded Death Benefit Whole Life Insurance - 9906
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR PS11-9906 Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Form No. PS9466-AR(Rev.7/09) - July 29, 2009.		
Attachment:		
AR PS9466(Rev.7-09) Life Insurance Application.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Cover Letter attached.		
Attachment:		
AR PS11-9906 Cover Letter.pdf		

ARKANSAS

PIONEER SECURITY LIFE INSURANCE COMPANY

CERTIFICATION

This is to certify that the attached Graded Death Benefit Whole Life Insurance, Form Number PS11-AR-9906, has achieved a Flesch Reading Ease Score of 53 and complies with the requirements of Arkansas Statue 23-80-201 through 23-80-208, cited as the Life and Disability Insurance Policy Simplification Act.



Signature

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

February 10, 2011

PIONEER SECURITY LIFE INSURANCE COMPANY
P.O. BOX 2550, WACO, TX 76702-2550 • (254) 297-2778

LIFE INSURANCE APPLICATION (Please print in black ink)

Telephone Case No: _____

Proposed Insured _____ <small>(First) (Middle) (Last)</small>					Telephone interview completed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (No. & Street) _____					_____ <input type="checkbox"/> am <input type="checkbox"/> pm	
City _____		State _____		Zip Code _____		
E-mail Address _____		Phone _____		Best time to call _____		
<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth / /	Age	State of Birth	Social Security Number / /	Height ft in	Weight lbs
Owner: Name _____			Relationship _____			SS# _____ / _____ / _____
Address _____			City/State/Zip _____			
Primary Beneficiary _____			Relationship _____	Contingent Beneficiary _____		Relationship _____
Plan: <input type="checkbox"/> Immediate Death Benefit <input type="checkbox"/> Graded Death Benefit (Percentage of Face Amount)						
During the past 12 months have you used tobacco in any form (excluding occasional pipe and cigar use)? <input type="checkbox"/> Yes <input type="checkbox"/> No						
Face Amount of Insurance \$ _____						
Rider: <input type="checkbox"/> Grandchild/Great Grandchild Coverage (Indicate Number of Children Applying) _____					Automatic Premium	
<input type="checkbox"/> Child Rider _____ Units <input type="checkbox"/> ADB Amt \$ _____					Loan Elected? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mode: <input type="checkbox"/> Bank Draft <input type="checkbox"/> Draft 1st Prem on Req. Date		CWA: <input type="checkbox"/> E-Check Immediate 1st Prem		Mail Policy To: <input type="checkbox"/> Agent <input type="checkbox"/> Insured <input type="checkbox"/> Owner		
<input type="checkbox"/> Other Modal Prem \$ _____		<input type="checkbox"/> Collected \$ _____		Requested Policy Date: / /		
A. Do you have existing life insurance or an annuity contract? <input type="checkbox"/> Yes <input type="checkbox"/> No				Company _____		
B. Will you replace an existing life insurance policy or an annuity? <input type="checkbox"/> Yes <input type="checkbox"/> No				Policy # _____ Amount of Coverage \$ _____		
Physician Name: _____			City/State: _____		Phone: _____	

HEALTH INFORMATION

1. Are you currently hospitalized, confined to a bed or nursing facility, confined to a wheelchair due to chronic illness or disease, or using oxygen equipment to assist in breathing, or receiving Hospice Care? ☐ Yes ☐ No
2. Have you had or been medically advised to have an organ transplant, or have you been medically diagnosed as having metastatic cancer, Alzheimer's, dementia, mental incapacity, or have you been diagnosed, treated (including dialysis) or taken medication for renal insufficiency, kidney failure, liver failure, or respiratory failure? ☐ Yes ☐ No
3. Have you been medically treated or diagnosed by a medical professional as having Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or any immune deficiency related disorder or tested positive for the Human Immunodeficiency Virus (HIV)? ☐ Yes ☐ No
4. Have you been medically diagnosed with diabetes combined with a medical history of any of the following: stroke, TIA, heart disease, heart attack, coronary artery bypass, angioplasty, circulatory disease, or peripheral vascular disease? ☐ Yes ☐ No
5. Have you taken insulin shots prior to age 50 or been treated for insulin shock or diabetic coma? ☐ Yes ☐ No
6. Have you ever been medically diagnosed, treated, or taken medication for congestive heart failure, cardiomyopathy, Lou Gehrig's disease, Huntington's disease, had an amputation caused by disease, or more than one occurrence of cancer (excluding basal or squamous cell skin cancer) in your lifetime? ☐ Yes ☐ No
7. Within the past 12 months have you:
- a. been medically diagnosed or treated for angina (chest pain), stroke or TIA, cirrhosis, Hepatitis C, chronic hepatitis, chronic pancreatitis, chronic obstructive pulmonary disease (COPD), emphysema, chronic bronchitis, or required oxygen equipment to assist in breathing? ☐ Yes ☐ No
- b. had a heart attack, aneurysm, heart valve surgery, coronary artery bypass surgery, angioplasty, or stent implant or had or been medically advised to have surgery for brain or heart disorders (including, but not limited to catheterization, a pacemaker insertion, defibrillator placement), or any procedure to improve circulation? ☐ Yes ☐ No
- c. been medically diagnosed, treated, or taken medication for internal cancer, lymphoma, melanoma, leukemia, or systemic lupus (SLE)? ☐ Yes ☐ No
- d. had any diagnostic testing, surgery, or hospitalization recommended by a medical professional which has not been completed or for which the results have not been received? ☐ Yes ☐ No
- e. used illegal drugs or abused alcohol or drugs, or had or been recommended to have treatment or counseling for alcohol or drug use, or been convicted of any felony or driving under the influence of alcohol or drugs? ☐ Yes ☐ No
- If any answer to questions 1 through 7 is answered "Yes" the Proposed Insured is not eligible for any coverage.**
8. Within the past 24 months have you been medically diagnosed or treated, or hospitalized for:
- a. stroke, angina (chest pain), heart attack, aneurysm, heart or circulatory surgery or any procedure to improve circulation? ... ☐ Yes ☐ No
- b. or taken medication for internal cancer, leukemia, melanoma, emphysema, chronic bronchitis, chronic obstructive pulmonary disease (COPD), ulcerative colitis, cirrhosis, Hepatitis C, liver disease? ☐ Yes ☐ No
- c. paralysis of two or more extremities or any neuro-muscular disease (including, but not limited to cerebral palsy, multiple sclerosis, seizures, or Parkinson's disease)? ☐ Yes ☐ No

If any answer to question 8 is answered "Yes" the Proposed Insured should apply for the Graded Death Benefit Plan.

If all questions 1 through 8 are answered "No" the Proposed Insured should apply for the Immediate Death Benefit Plan.

Form No. PS9466-AR(Rev.7/09)

NOTICE

Printed in compliance with Public Law 91-508

Thank you for considering Pioneer Security Life Insurance Company for your insurance needs. This is to inform you that as part of our procedure for processing your insurance application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation and personal characteristics. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

MIB PRE-NOTICE

Information regarding your insurability will be treated as confidential. Pioneer Security Life Insurance Company, or its reinsurers, may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Pioneer Security Life Insurance Company, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

CHILD, GRANDCHILD, AND GREAT GRANDCHILD COVERAGE - Children Proposed for Insurance (list additional children on a separate sheet):

Proposed Insured Name	Sex	Birthdate	Relationship	Proposed Insured Name	Sex	Birthdate	Relationship

PROPOSED CHILDREN'S HEALTH STATEMENT—To the best of my knowledge and belief, none of the children listed above for coverage have been treated for or told by a physician that they have or had any of the following medical conditions: Hypertension, heart or circulatory disorder, malignancy in any form, diabetes, sickle cell anemia, seizures, Down's Syndrome, cystic fibrosis, cerebral palsy, hydrocephalus, paralysis, or hospitalized for asthma or any respiratory disorder in past 12 months. List the names of children that are exceptions to PROPOSED CHILDREN'S HEALTH STATEMENT.

Children listed as an exception are excluded from the appropriate Child Rider Coverage. Exceptions are: _____

AGREEMENT—I agree with Pioneer Security Life Insurance Company (the Company) as follows: (1) To the best of my knowledge and belief, all answers and statements contained in this application are true, complete and correctly recorded; and (2) This application and any policy issued on the basis of such application shall form the entire contract; and (3) No change in this contract shall be effected without my written consent with regard to: (a) the amount of insurance; (b) age at issue; (c) classification of risk; (d) plan of insurance; or (e) benefits. If this application is declined by the Company, I will accept the return of any premium paid. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement may be guilty of insurance fraud.

AUTHORIZATION—In order to properly classify my application for life insurance, I authorize any and all physicians, medical practitioners, hospitals, clinics, medical or medically-related facilities, health plans, pharmacy benefit managers, pharmacies or pharmacy-related facilities; insurance companies and their business associates and those persons or entities providing services to the insurer's business associates which are related in any way to their insurance plans; the Medical Information Bureau or other organization that has knowledge or records of me and my health to give such information to: (a) Pioneer Security Life Insurance Company; and (b) its reinsurers. I understand that any information that is disclosed pursuant to this authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information. I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken in reliance on this authorization or the insurance company exercises a legal right to contest a claim or the policy itself. I may revoke the authorization by sending a written revocation to the Company address of 425 Austin Ave., Waco TX 76701. I understand that if I refuse to sign this authorization to release my complete medical records, my application for insurance with the Company will be rejected.

All said sources, except the Medical Information Bureau, are authorized to give records or knowledge such as statements regarding hobbies, employment, criminal records or medical history that might be required to determine eligibility for insurance to any agency employed by the Company to collect and transmit data. I authorize Pioneer Security Life Insurance Company to disclose any personal data gathered while processing this application. This data may be released to the following: (a) reinsuring companies; (b) the Medical Information Bureau; (c) other persons or groups performing services in connection with this application; or (d) any others to whom it may be lawfully required or authorized. This authorization shall remain valid for two years from this date. A copy of this authorization shall be as valid as the original.

I acknowledge receiving the Fair Credit Reporting Act Notice, the MIB Pre-Notice, the Terminal Illness Accelerated Benefit Rider and Confined Care Accelerated Benefit Rider Disclosure Forms, if applicable.

Signed at _____
CITYSTATE

Date of Application _____
MONTHDAYYEAR

SIGNATURE OF PROPOSED INSURED

SIGNATURE OF OWNER (IF OTHER THAN PROPOSED INSURED)

AGENT'S REPORT

Does the proposed insured have any existing life insurance or annuity contract? ☐ Yes ☐ No
Is the proposed insurance intended to replace or change any existing life insurance or annuity? ☐ Yes ☐ No

I certify that I have personally asked each question on this application to the proposed insured(s), I have truly and completely recorded on the application the information supplied by him/her, and I witnessed their signature.

I certify that the Terminal Illness Accelerated Benefit Rider and Confined Care Accelerated Benefit Rider Disclosure Forms have been presented to the applicant, if applicable. AGENT'S REMARKS: _____

AGENT'S PRINTED NAMEDATE

Agent _____No: _____% _____

SIGNATURE

AGENT'S PRINTED NAMEDATE

Agent _____No: _____% _____

SIGNATURE

PREAUTHORIZATION CHECK PLAN - AUTHORIZATION TO HONOR CHARGE DRAWN

Insured _____Account Holder _____
Financial Institution _____Address _____
Transit/ABA Number _____Account Number _____☐ Checking ☐ Savings Requested Draft Day (1st-28th) _____

ATTACH VOIDED CHECK OR DEPOSIT SLIP

As a convenience to me, I hereby request and authorize you to pay and charge to my account amounts drawn on my account, whether by electronic or paper means, by and payable to the order of Pioneer Security Life Insurance Company, for the purpose of paying premiums on life insurance policy, provided there are sufficient funds in said account to pay the same upon presentation. I agree that your rights with respect to each such charge shall be the same as if it were signed personally by me. This authorization is to remain in effect until revoked by me in writing and until you actually receive such notice. I agree that you shall be fully protected in honoring any such check. I further agree that if any such check be dishonored, whether with or without cause, and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance.

SIGNATURE (AS ON FINANCIAL INSTITUTION RECORDS)

DATE

Form No. PS9466-AR(Rev.7/09)

PIONEER SECURITY LIFE INSURANCE COMPANY
P.O. BOX 2550, WACO, TX 76702-2550

CONDITIONAL RECEIPT

NO COVERAGE WILL BECOME EFFECTIVE PRIOR TO POLICY DELIVERY UNLESS AND UNTIL ALL CONDITIONS OF THIS RECEIPT ARE MET. NO AGENT HAS THE AUTHORITY TO ALTER THE TERMS OR CONDITIONS OF THIS RECEIPT.

ALL PREMIUM CHECKS MUST BE PAYABLE TO THE COMPANY
DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK

Received of _____ the sum of \$ _____ as first payment on this application.
Date _____ Agent _____

If (1) an amount equal to the first full premium is submitted; and if (2) all underwriting requirements, including any medical examinations required by the Company's rules, are completed; and (3) the proposed insured is, on the date of application, a risk acceptable for insurance exactly as applied for without modification of plan, premium rate, or amount under the Company's rules and practices, then insurance under the policy applied for shall become effective on the latest of (a) the date of application, or (b) the date of the latest medical exam required by the Company. THE AMOUNT OF LIFE INSURANCE, INCLUDING ANY AMOUNT IN FORCE OR BEING APPLIED FOR, WHICH MAY BECOME EFFECTIVE PRIOR TO THE DELIVERY OF THE POLICY SHALL IN NO EVENT EXCEED \$30,000.00 (INCLUDING LIFE INSURANCE AND ACCIDENTAL DEATH BENEFITS).

If any of the above conditions are not met, the liability of the Company shall be limited to the return of any amount paid.

Pioneer Security Life Insurance Company

P.O. Box 2550 • Waco, Texas 76702-2550 • 254-297-2778

February 10, 2011

NAIC No. 67946

Mr. Joe Musgrove
Policy and Other Form Filings
State of Arkansas
Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904
Attention: Compliance - Life and Health

Re: Form No. PS11-AR-9906 – Graded Death Benefit Whole Life Insurance

Dear Mr. Musgrove:

The above referenced form is being submitted for your consideration and approval. The referenced form will not replace any previously approved form.

Form No. PS11-AR-9906 is an individual non-participating Graded Death Benefit Whole Life Insurance policy with reduced death benefit in the first two policy years. The Flesch readability score is 53. The Actuarial Memorandum is enclosed. Issue Ages for this product are 50-85.

The application, Form No. PS9466-AR(Rev.7/09), that will be used when applying for this product was approved by your department on July 29, 2009.

The above referenced submission meets the provisions of Arkansas Rule and Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance) as well as all applicable requirements of the department.

The Company is providing, at time of delivery of the policy, the Arkansas Life and Disability Insurance Guaranty Association disclaimer document as provided in Rule and Regulation 49 (Appendix A).

If I may be of assistance in your review, please contact me at 1-800-736-7311, extension 3216 or ckeel@aatx.com.

Sincerely,



Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

CJK:tad
Enc.

